

\$200.00 shall be paid to Rufus Waggener, mortgagee, his heirs or assigns.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated Company, if the lease be for the general benefit of such corporation or company.

12. The lessee shall have the option of purchasing the land covered by this lease, for a consideration of Two Hundred (\$200.00) Dollars, payment of which shall be divided between the lessor and mortgagee in the proportion of one-third to lessor and two-thirds to mortgagee of any amount of the mortgage that may remain unpaid at the time of purchase. If the amount due on the mortgage has been remitted in full at the time of purchase, the payment of Two Hundred (\$200.00) Dollars shall be made to the lessor; and the mortgagee binds himself, his heirs, executors, administrators, successors and assigns, to release the above described mortgage. The lessor or his heirs, successors or assigns shall, upon demand, at any time, during the existence of this lease, furnish a warranty deed conveying the premises to the United States of America, which deed shall be duly recorded in the county records; and shall furnish an abstract of title, showing merchantable title in the United States, free from all incumbrances, including assessed taxes, on the date the deed is recorded as required by the instructions of the Department of Justice and/or of this Department; the consideration of Two Hundred (\$200.00) Dollars to be paid upon examination and approval of title. Payment of rental under this lease shall cease sixty days⁽⁶⁰⁾ after the date this option is exercised and deed demanded, or sooner if payment of purchase money is made to the lessor.

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

J. A. Hasedahl
P. V. Moss
Witness to signature of lessor
George V. Fisher
Witness to signature of mortgagee
Wilma U. Fisher

Rufus Waggener, Mortgagee
Ole Peterson, Lessor
The United States of America
A. O. Waha Acting Regional Forester.

Filed for record April 27, 1933 at 3-20 p.m. by John Hough.

Mabel J. Fasse
Skamania County Clerk-Auditor.

#18514

Marie Roe to Frank Birkenfeld

12/24/1932 Sent check dated 2/1/33 in the amount of \$60.00

KNOW ALL MEN BY THESE PRESENTS, That Marie Roe, a widow, party of the first part, for and in consideration of the payments to be made as hereinafter provided, does hereby GRANT and CONVEY unto Frank Birkenfeld, party of the second part, an easement for a right-of-way over and across the following described real property in Skamania County, State of Washington, to-wit:

The NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29 and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 28, Township 3 North, Range 8 East of Willamette Meridian.

To Have and To Hold for a period of five (5) years from and after the date of these presents for road purposes.

The said right-of-way shall be of such width as shall be reasonably necessary for said road but not less than thirty (30) feet in width and shall be and remain as the same is now staked out and being constructed over and across said real property. In consideration thereof the party of the second part shall pay for the use of said road the sum of Sixty and no/100 (\$60.00) Dollars per annum, payable annually in advance on the first day of February of each year, and as a further consideration shall construct a barb wire fence on each side of said road across that portion of the above described property which has been cleared and is now in meadow. The said meadow being now enclosed.

After the expiration of the above mentioned five (5) year term the said party of the second part shall have the right during the succeeding five (5) years to rent or lease the said easement from year to year for the sum of Sixty and no/100 (\$60.00) Dollars per annum payable in advance, and payment of said rental on or before the first day of February shall be sufficient notice of the election by said second party to continue the lease in force for the succeeding year.

To Have and to hold unto the party of the second part, his heirs and assigns, forever for the term aforesaid.

In Testimony Whereof the party of the first part has hereunto set her hand and seal this Feb. 1 day of February, 1931.

Marie Roe (seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, Jos. Gregorius, a Notary Public in and for said State, do hereby certify that on this ____ day of February, 1931, personally appeared before me Marie Roe, a widow, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand/affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Jos. Gregorius
Notary Public in and for the State of
Washington, residing at Carson therein.

For and in consideration of the sum of one dollar paid me by Robt. Barr and Thos. Finnegan I hereby make, assignment of all my rights, title and interest in and to the within instrument.

In Witness Whereof I have hereunto set my hand and seal this seventh day of May, 1932.

Frank Birkenfeld.

Filed for record April 23, 1933 at 4-00 p.m. by Thos. Finnegan.

Mabel J. Fosse
Skamania Co. Clerk-Auditor.

#18562

Eda Hoover by Atty. to Wm. F. Ladwig.

Carson Wn May 12-1933

Treasurer Stevenson

Please release Wm Ladwig contract which I had recorded on Jan 8th 11 a.m. 1930 in book # 3 of Agree & Leases page 147 records of Skamania Co. Wn By Mabel J. Fosse. Lease # 16171 file said Lease to be released this date

Wm F. Ladwig
Eda Hoover
By Fay I. Palmer Power of Atty.

Filed for record May 18, 1933 @ 1:10 P.M.
By Fay I. Palmer.

Mabel J. Fosse
Skamania County -Clerk Auditor
By Frank Birkenfeld Deputy.